

EXHIBIT E
MAINTENANCE PLAN
STATUE OF LIBERTY NATIONAL MONUMENT AND ELLIS ISLAND

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INTRODUCTION

This Maintenance Plan between _____ (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “NPS”) shall serve as a supplement to Concession Contract CC-STLI001-07 (hereinafter referred to as the “CONTRACT”). It sets forth the maintenance responsibilities of the Concessioner and the NPS with regard to all Concession Facilities, related support facilities, and personal property utilized by the Concessioner to carry out the requirements of the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Maintenance Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Statue of Liberty National Monument and Ellis Island. Revisions may not be inconsistent with the terms and conditions of the main body of this CONTRACT. Revisions must be reasonable and in furtherance of the purposes of this CONTRACT.

1. DEFINITIONS

- **Cyclic Maintenance** refers to work activities that recur on a cycle of less than or equal to seven years. Typical projects may include painting buildings, overhauling engines, and refinishing hardwood floors.
- **Deferred Maintenance** refers to Facility Maintenance that was not performed when it should have been or was scheduled to be and which, therefore, is put off or delayed. Continued deferment of Facility Maintenance will result in deficiencies.
- **Environmentally Preferable** refers to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.
- **Exterior** (with regard to structures) refers to the foundations, supports and joists under the lowest sub-floor, exterior walls and surfaces, interior load-bearing structure, roofs, and load-bearing structure of all porches, stairways, and other structural attachments.
- **Facility Maintenance** refers to the day-to-day activities as well as the planned work required to preserve Concession Facilities in such a condition that they may be used for their designated purpose over an intended service life. Facility Maintenance includes Preventive Maintenance, Cyclic Maintenance, and Repair. Facility Maintenance does not include Facility Operations, Component Renewal/Replacement or Capital Improvements. Facility Maintenance includes “routine, operational” maintenance.
- **Hazardous Substance** refers to any hazardous waste, hazardous chemical, or hazardous material as both terms are defined by Applicable Law including without limitation, 40 CFR 261, 29 CFR 1910.1200, 49 USC 5103.
- **Hazardous Waste** refers to the definition of hazardous waste as regulated by the US Environmental Protection Agency.

- **Interior** (with regard to structures) refers to the area above the lowest sub-floor inside the external walls that is not a part of the load-bearing structure including door and window frames, and those areas inside the roof which are not structurally load-bearing.
- **Maintenance** refers to the day-to-day activities as well as the planned work required to preserve Concession Facilities and personal property including vessels in such a condition that they may be used for their designated purpose over an intended service life. The objective of maintenance is to preserve structures, facilities, personal property including vessels in a stable condition to avoid deterioration, or correct unacceptable conditions, and to provide general housekeeping.
- **Operations** refers to all aspects of activity by the Concessioner authorized under the CONTRACT. Operations include all services provided to the public and all non-public actions necessary to support those authorized services as defined in the CONTRACT.
- **Personal property** includes without limitation removable equipment, vessels, furniture and goods utilized and provided by The Concessioner to carry out the requirements of the CONTRACT. This will include assigned government personal property (Exhibit D).
- **Preventive Maintenance (PM)** refers to regularly scheduled periodic maintenance activities (within a year) on selected equipment, typically includes inspection, lubrication and minor adjustment.
- **Repair** refers to the act of correcting an unsatisfactory physical condition. Repair is an aspect of maintenance, and the objective of repair is the same as the objective of the general act of maintenance as defined above in this section.
- **Replacement** refers to exchange or substitution of one asset for another that has the capacity to perform the same function.
- **Universal Waste** refers to the definition of universal waste as regulated by Applicable Law including without limitation 40 CFR 261.

2. CONCESSIONER RESPONSIBILITIES

The Concessioner shall maintain Concession Facilities, related support facilities, and personal property (vessels) except as noted under Section 3, "National Park Service Responsibilities." The Concessioner shall not be responsible for or make any repairs that would involve replacement of facilities or component parts thereof that would constitute a capital improvement as determined by the NPS. The Concessioner shall make any emergency repairs required for public safety immediately, following notification and approval by the Superintendent, and submit to the Superintendent a written justification for and comprehensive description of all such emergency repairs within 30 days of beginning the work.

A) Vessel Maintenance

- 1) The Concessioner shall maintain complete, accurate and timely records of all maintenance activities, and make them available to the NPS upon request in an electronic format approved by the Superintendent. At a minimum, records shall include:
 - a) A weekly log of the hour meters of all vessel engines.
 - b) Daily logs of all maintenance actions, with appropriate backup documentation.
 - c) Vessel engine fluid disposal logs.
- 2) The Concessioner shall be responsible to maintain all vessels in good operating condition in compliance with Applicable Laws, without limitation, Coast Guard regulations, policies, Navigation and Vessel Inspection Circulars (NVIC), licenses, and certifications. The Concessioner will comply with an industry preventative maintenance standard, such as the Passenger Vessel Association (PVA) preventative maintenance specification and check-off sheets, in developing a maintenance protocol. All major mechanical, electrical, and electronic components shall be maintained in accordance with manufacturers' recommendations. Mooring and docking fittings shall be maintained operating, equipped, repaired and restructured in accordance with good marine practices and within the requirements of the marine inspector. All mooring and anchoring chains and lines shall be maintained and replaced in accordance with good marine practice and standards. Commonly expected standards include without limitation 46 CFR Subchapters T, K, and H, the standards of the American Boat and Yacht Council, the standards of the American Bureau of Shipping, and other appropriate generally accepted standards as sources of reference.
- 3) The Concessioner shall provide the Superintendent a calendar of timeframes that each vessel is expected to be "out of service" for preventive maintenance and repair required for US Coast Guard Certification. The calendar is to be submitted by December 15 each year in conjunction with the annual vessel departure schedules. This advance plan of "down time" expected for each vessel will enable the Concessioner in consultation with the Superintendent to preplan vessel availability for Peak and Off-Peak period determinations.

B) Maintenance of Surfaces, Decks, Moorings, and Sanitation Systems

- 1) Interior and exterior surfaces of all vessels shall be free of rust, or chipped or peeling paint. Floor surfaces shall be cleaned daily and shall be free of dirt, grease and oil. Floor and deck coverings shall be free of rents, tears, breaks, ripples or bubbles, holes and dents or protruding metal to eliminate danger of insecure footing, tripping or falling hazards in passenger and employee thru ways, including stairways. Non-skid paint shall be applied on stairways and exterior metal painted decks.
- 2) Stairways, railings and benches must be in good structural condition and tightly secured and/or welded, with smooth surfaces to prevent harmful cuts, scratches, splinters, tripping, loss of balance, or other bodily injury. Non-skid paint must be applied on all stairways and exterior metal painted decks.
- 3) All points of entry, stairways, walkways, ramps, etc. shall be kept free of water, ice, and snow as best as possible during inclement weather conditions to protect passengers and employees against possible safety hazards on the vessels.
- 4) Vessel “no entry” areas required by US Coast Guard and NPS regulations must be clearly visible and well-marked in numbers, letters, and/or symbols for all passengers and employees to identify. “No Entry” areas must be sufficiently barricaded or posted to prevent passengers from stepping over the chain or rope to enter the unauthorized area. Defective equipment or missing signage must be immediately repaired or replaced.
- 5) Sanitation equipment, such as wastewater and sewage holding tanks, shall be of sufficient capacity and in good working order. The Concessioner will not discharge sewage, greywater, or blackwater, to the environment. All sewage must be discharged to a publicly-owned or federally-owned treatment work (POTW or FOTW) from whom the Concessioner has received prior written permission to discharge its sewage. A copy of the inspection, license, or permit document issued by the governing agency responsibility for compliance shall be submitted to the Superintendent upon issue.
- 6) Concessioner vessels will be equipped with a system that prevents the discharge of oil or oily water except in the event of an emergency and will maintain these systems to ensure proper working order.

C) Hull Maintenance

Vessels will be drydocked and the underwater portions of the hulls, including shafts, rudders, propellers, and all other appendages will be cleaned and recoated prior to the USCG inspections, at 18 month intervals for vessels under 100 gross registered tons, and no less than twice every three years for vessels larger than 100 gross registered tons. Zinc anodes will be replaced at 40% wastage to preserve steel plating.

D) Required Daily Vessel Housekeeping and Cleaning Tasks

- 1) Snack Bars: All equipment used in food service operations on board the Concessioner's vessels will be maintained in compliance with all Applicable Laws, including without limitation, the Federal Public Health Service Standards, the most current FDA Food Code, and State and Local requirements associated with food service activities. Floors, grills, coffee urns, soda dispenser drip racks/nozzle/funnels, serving utensils, shelves, ice cream machines, condiment containers, refrigerators, cup and/or cone holders, plastic or glass surfaces of sneeze guards, menu boards, counter enclosures, etc, must be cleaned daily.
- 2) Utility sinks and employee hand-washing sinks must be provided with soap and towels at all times.
- 3) Counters shall be wiped clean as often as necessary and be free of food and beverage drips at all times.
- 4) Refrigerator contents shall be stored off the floor. Refrigerator thermometers shall read 45 degrees Fahrenheit or less.
- 5) Public Restrooms: floors, toilet bowls, urinals, and sinks shall be clean, reasonably free of stains, free of litter and graffiti, in proper operating condition, and provided with toilet tissue, soap, towels or air drying devices.
- 6) Toilet areas shall be odorless, well-illuminated, ventilated, and provided with waste receptacles. Walls, floors, ceilings, mirrors, chairs and other furnishings shall be clean and well maintained and shall be free of breaks, cracks or loose fittings.
- 7) Each sink where water is unfit for drinking shall be appropriately signed to be legible or comprehensible to English and non-English speaking public. Signage must be large enough and suitably located so that warning of unfit drinking water cannot possibly be overlooked or misunderstood by public restroom users.
- 8) Public drinking fountains must be clean and maintained.
- 9) Windows, doors, overhead light fixtures, signs and benches shall be cleaned biweekly, or more often as necessary.

E) Engine Maintenance

- 1) Engines shall be maintained for maximum efficiency and performance at all operational times.
- 2) Engine emissions must comply with all Applicable Laws, including without limitation the Clean Air Act Title II, "Emission Standards for Moving Sources."
- 3) Major engine maintenance including top and center section overhauls shall be at intervals at least 15% more frequent than manufacturers' recommendations.
- 4) Waste oil, lubricants, other engine fluids and filters will be disposed of in the most environmentally sensitive manner available, at a minimum in adherence to all Applicable Laws.
- 5) The Concessioner must maintain a Waste Oil Disposal Manifest indicating the date, quantity, mode of transportation and disposal site for each disposal of engineering waste.

F) Pier Maintenance and Repairs

The Concessioner will inspect and maintain all Concession Facilities and related support facilities, including but not limited to pilings, fender systems, anchor systems, winches, cables and blocks, decking, walkways, railing, shelters, visitor seating, crowd control barriers, gangways and loading docks, granite facing blocks on affected portions of seawalls, etc. Above-water inspections shall be conducted on a quarterly basis, and underwater inspections shall be conducted annually, or as necessary to assure that piers, docks and landing facilities are intact and are free of deterioration that would affect the structural qualities of said facilities.

G) Buildings and Appurtenances: Exterior Maintenance

- 1) *Roof.* The Concessioner will inspect and maintain roofs on a quarterly basis or as necessary to assure that roofing material(s) are intact and are free of deterioration that would affect the structural qualities or are not jeopardized by adjacent vegetation.
- 2) *Gutters, downspouts, and roof drains.* The Concessioner will inspect and clean gutters, downspouts, and roof drains at a minimum on an annual basis or more frequently if necessary to maintain the system free of obstructions and to assure all openings are clear and operational. Surfaces shall be maintained to prevent deterioration of the material or structural damage to the building.
- 3) *Doors and windows.* The Concessioner will inspect doors and windows on an annual basis or more frequently if necessary and maintain them to prevent water or moisture from entering the building and causing deterioration of materials or structural damage to the building.
- 4) *Siding.* Siding will be inspected by the Concessioner on an annual basis or more frequently if necessary and maintained to prevent water and moisture from entering the building or causing deterioration of the siding material, paint, structural damage or building appearance.
 - a) Siding and other exterior surfaces shall be painted on a regular basis of not less than every five years or more frequently if necessary to comply with this item.
 - b) Siding shall be free of encroaching vegetative growth
 - c) Structural ventilation shall be inspected on an annual basis or more frequently if necessary and maintained to permit air circulation as designed. Wire screen, metal or wooden louvers shall be intact to prevent the entering of birds, bees, rodents and other wildlife.

H) Buildings and Appurtenances: Interior Maintenance

- 1) *Painting.* Painted surfaces shall be maintained in an acceptable manner free of peeling, blistering, and excessive wear.
- 2) Paintable/painted surfaces shall be painted on a regular cycle not to exceed five years or when necessary as identified by the Superintendent.
- 3) Paint products shall be of a "best quality", lead-free, low VOC, and water-based, from a major manufacturer and a type and color that is readily available on the open

market. Any changes to paint colors from the color range provided by the NPS must be approved by the NPS.

- 4) *Heating, ventilating, and air conditioning units.* Shall be inspected on an annual basis and be cleaned, maintained and operated in strict accordance with manufacturer's instructions. Areas adjacent to heating, ventilating, and air conditioning units shall be free of litter, dirt accumulation and storage.
- 5) *Electrical systems.* Shall be maintained in operable condition in accordance with Applicable Laws.
- 6) *Fire protection systems.* Fire suppression sprinklers, intrusion and fire alarm systems shall be maintained by the Concessioner in good working order at all times, in accordance with Applicable Laws.
 - a) Testing and servicing of alarms and sprinkler systems shall be performed by licensed alarm or sprinkler contractors at intervals specified in fire codes. For any Concession Facilities, contractors shall notify the NPS Communication Center at (212) 363-3260 in advance of performing testing or servicing of detectors, alarms, or sprinklers.
 - b) All Concession Facilities are subject to inspection by Fire inspectors to ensure compliance with Applicable Laws.

D) Annual Facility Maintenance Plan

The Concessioner must provide the Service with an updated Annual Facility Maintenance Plan within thirty (30) days of the effective date of the Contract and annually thereafter, no later than January 15 of each year that covers all Concession Facilities assigned within this contract and related support facilities including without limitation piers and landing facilities. This document will present the planned Facility Maintenance activities for the next calendar year for approval by the Superintendent. This program will specify the maintenance responsibilities during the following year and shall include, at a minimum, proposed repair priorities and digital photo documentation and baseline scale drawings, as appropriate. Maintenance and repair recommendations shall optimize repair while continuing normal operations and shall be consistent with the Secretary's Standards for Historic Preservation. The NPS will determine which maintenance and repairs are the responsibility of the government and which are the responsibility of the Concessioner. The Superintendent will provide a written response within 90 days after receipt. This plan must include the following elements:

- 1) Inspection procedures and schedules: The Concessioner must include an inspection plan that describes how and when it will inspect each facility.
- 2) Preventive Maintenance (PM) Procedures and Schedules. The Concessioner must develop PM procedures and schedules that ensure proper maintenance of all Concession Facilities and related support facilities. At a minimum, PM procedures and schedules must include detailed PM activities for each building system (including, but not limited to, roofs, building envelopes, and mechanical equipment), piers and landing facilities. At a minimum, the PM procedures and schedules will adhere to manufacturer recommendations. The PM procedures must describe the

- tasks to be performed during the next calendar year and those performed in the previous calendar year (for comparative purposes).
- 3) Cyclic Maintenance Schedules. The Concessioner must include programmed Cyclic Maintenance items in the report. Typical items in this category include activities required at a frequency less than seven years, such as carpet and paint. The Service may provide additional guidance as to what items should be included.
 - 4) Repair Items
 - a) Scheduled Repair Items. The Concessioner must develop a plan to schedule known repair requirements during the year, including those that may have been deferred.
 - b) Unscheduled Repair Items. The plan must include a service call procedure and method to prioritize service calls for unscheduled maintenance items. Note: The Concessioner may perform emergency repairs without prior Service approval.
 - 5) Projected Expenditures. The Service and the Concessioner will mutually agree upon the required level of detail for reporting projected expenditures.
 - 6) Reported Expenditures. In addition to the above information, the plan must include data from the previous year for each Concession Facility and related support facility. The Concessioner must clearly document the PM, Cyclic Maintenance, and Scheduled and Unscheduled Repair activities that the Concessioner accomplished during the prior year and allow the Service to review these in conjunction with those activities that the Concessioner plans for the coming year.
 - 7) Pier and landing areas Structural Integrity Plan. The Concessioner must include a plan for maintaining the structural integrity of the piers and landing areas at Liberty and Ellis Islands.

J) Personal Property Plan (Including Vessels)

The Concessioner must provide the Service with a planned personal property replacement, rehabilitation and repair schedule for the next calendar year by November 15 of each year of the contract for review and approval. The plan must include the specifications, description of the item, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced personal property at time of replacement. Following approval of the plan, the Concessioner will coordinate with the Service as appropriate. The Superintendent will provide a written response within 90 days after receipt.

K) Grounds Maintenance and Snow Removal

The concessioner is responsible for sweeping, trash collection and disposal, and snow and ice removal in all assigned areas.

L) Signs

The Concessioner will maintain signs in accordance with NPS guidelines. The Concessioner will be responsible for the maintenance and replacement of all interior and exterior signs relating to its operations and services within Concession Facilities, related support facilities and personal property utilized by the Concessioner to carry out the requirements of the CONTRACT.

M) Environmental Management

1) Energy and Water Conservation

- a) General. The Concessioner will maximize implementation of energy and water conservation strategies where economically and technically feasible and appropriate for operations and maintenance activities under this CONTRACT.
- b) Lighting. The Concessioner will use energy-conserving lights – such as compact fluorescent lamps – where economically and technically feasible.

2) Environmental Purchasing

- a) General. The Concessioner will purchase and use Environmentally Preferable products and services where economically and technically feasible and appropriate in operations and maintenance activities under this CONTRACT.
- b) Disposable Products. The Concessioner will purchase and use reusable and recyclable products where economically and technically feasible and appropriate. If disposable products are needed, the most environmentally preferable products that are economically and technically feasible will be selected.
- c) Polystyrene. The use of polystyrene packaging and products – such as foam polystyrene which is commonly referred to as Styrofoam®, or “#6 plastics” – are prohibited.
- d) Halogenated Solvents. The use of halogenated solvents is prohibited.
- e) Specific Environmentally Preferable Products. The Concessioner will purchase and use the following if economically and technically feasible and appropriate:
 - i) Rerefined oil as an alternative to virgin oil;
 - ii) Biobased lubricants as an alternative to petroleum-based lubricants;
 - iii) Propylene glycol-based antifreeze as an alternative to ethylene glycol-based antifreeze for vehicle coolants;
 - iv) The Concessioner will, at a minimum, purchase and use the following exclusively unless it is documented and confirmed with the Park that they are not economically or technically feasible:
 - a) Office paper with 30 percent post-consumer material content;
 - b) Toilet tissue with 20 percent post-consumer material content;
 - c) Paper towels with 40 percent post-consumer material content;
 - d) Facial tissue with 10 percent post-consumer material content;

- e) Environmentally preferable cleaning products;
- f) Products in bulk

3) Hazardous Substance Management

- a) General. The Concessioner will minimize the use of hazardous chemicals in operations and maintenance activities under this CONTRACT. Hazardous substances will be stored and handled in accordance with Applicable Laws, including without limitation: Occupational Safety and Health Administration (OSHA) requirements, 29 CFR 1910 and 1926; and NFPA 30, 30A, and 302. The Concessioner will maintain all storage areas in a neat and orderly manner so that adequate access is maintained at all times.
- b) Hazardous Substance Containers. The Concessioner will store all hazardous substances in approved, labeled containers that are in good condition and closed when not in use.
- c) Incompatible Hazardous Substances. The Concessioner will separate the storage of hazardous substances that may react with one another.
- d) Flammable and Combustible Materials Storage. The Concessioner will store no more than 10 gallons of flammable or combustible materials inside a building unless the materials are stored in a flammable-storage cabinet, inside storage room, or applicable building as defined in Applicable Laws, including without limitation, NFPA 30.
- e) Secondary Containment. The Concessioner will provide secondary containment for hazardous substances where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner will provide secondary containment for hazardous substances located in: outside storage areas, interior storage areas in the proximity of doorways or floor drains, and on vessels.

4) Hazardous, Universal, and Miscellaneous Maintenance Waste Management

- a) General. The Concessioner will minimize the generation of hazardous, universal, and miscellaneous maintenance wastes, which include, but are not limited to used oil, used solvents, used antifreeze, leftover paints, leftover stains, bilge waste, and used batteries. All wastes generated will be managed in accordance with Applicable Laws.
- b) Storage Locations. The Concessioner will obtain approval from the Park for hazardous, universal, and miscellaneous maintenance waste storage areas within Concession Facilities.
- c) Hazardous Waste Management. The Concessioner will track and record the amount of hazardous waste generated and stored onsite for each calendar month to determine its hazardous waste generator status. At a minimum, the Concessioner will follow federal requirements for small quantity generators ("SQG") – even if it is a conditionally exempt small quantity generator ("CESQG") as defined in federal regulations – unless more stringent federal, state, local, or other requirements apply. Specifically, if the Concessioner is a CESQG, it will follow SQG regulations related to container labeling, storage,

accumulation times, manifesting, use of designated disposal facilities, contingency planning, training, and recordkeeping.

- d) Universal Waste Management. The Concessioner will recycle all universal wastes – including but not limited to used fluorescent lamps, nickel-cadmium batteries, sealed lead acid batteries, and mercury-containing thermostats – in accordance with all Applicable Laws including without limitation 40 CFR 273.
- e) Miscellaneous Maintenance Waste Management. Maintenance wastes generated from Concessioner Facilities or services under this Contract must be recycled. This includes, but is not limited to oil (in accordance with all Applicable Laws, including without limitation, 40 CFR 279), oil filters, lead acid batteries (in accordance with all Applicable Laws including without limitation, 40 CFR 266 Subpart G or 40 CFR 273), solvents, paints, antifreeze, and alkaline batteries.

5) Integrated Pest Management

- a) General. The Concessioner will follow all prescribed integrated pest management procedures required by Applicable Laws, including without limitation, NPS Guidelines for Integrated Pest Management, NPS 77.
- b) Pesticide Use Requests. The Concessioner will request permission from the Park for all proposed uses of pesticides for each calendar year, even if the same pesticides had received Park approval in previous calendar years. This includes pesticides proposed to be used by contracted pest control operators.
- c) Usage. The Concessioner will only use pesticides for which it has received prior written approval from the Park for the appropriate calendar year and are used in accordance with the pesticide label and Park directions.

6) Solid Waste Management

- a) General. The Concessioner will manage solid waste in accordance with Applicable Laws, which includes without limitation 40 CFR 243 and 36 CFR 6. The Concessioner will maximize solid waste reduction activities including, but not limited to, reuse, recycling, and/or composting.
- b) Solid Waste Collection and Disposal.
 - i) The Concessioner will collect all solid waste generated within Concession Facilities and dispose of solid waste outside of the Park in accordance with Applicable Laws.
 - ii) The Concessioner will provide adequate numbers of Park-approved solid waste containers that will be conveniently located in Park-approved locations and able to accommodate the quantities of solid waste generated within Concession Facilities. The solid waste containers, at a minimum, will be waterproof, vermin-proof, covered with working lids, and labeled with multilingual text and graphics, in accordance with NPS Graphic Standards, that clearly identify materials that can and/or cannot be deposited in the container(s).
 - iii) The Concessioner will routinely monitor solid waste containers and empty before the containers reach full capacity and at least once daily. If insects and

wildlife problems occur because of solid waste, the frequency of emptying containers will be adjusted accordingly.

- iv) The Concessioner will keep Concession Facilities free and clear at all times of litter, debris, broken glass, sharp objects, abandoned equipment, and other solid waste.

c) Recycling.

- i) The Concessioner will develop and implement a recycling program that, at a minimum, has visitors and employees recycling the same materials recycled by the Park and as required by Applicable Laws. These materials currently include, at a minimum: white and colored paper, newsprint, corrugated cardboard, bimetals, plastic, aluminum, and glass.
- ii) The Concessioner will collect all materials included in its recycling program generated within Concession Facilities and recycle the materials outside of the Park in accordance with Applicable Laws.
- iii) The Concessioner will provide adequate numbers of Park-approved recycling containers that will be conveniently located in Park-approved locations and accommodate the quantities of materials to be recycled from the Concession Facilities. The recycling containers, at a minimum, will be waterproof, vermin-proof, covered with working lids, and labeled with multilingual text and graphics to indicate what should and/or should not be deposited in the container.
- iv) The Concessioner will routinely monitor recycling containers and empty before the containers reach full capacity and at least once daily. If insects and wildlife problems occur because of recyclables, the frequency of emptying containers will be adjusted accordingly.

d) Other Equipment

- i) The Concessioner will drain equipment containing hazardous substances – such as oil and fuel – prior to disposal, and manage the equipment and hazardous substances in accordance with Applicable Laws.

3. NATIONAL PARK SERVICE RESPONSIBILITIES

The NPS neither admits nor assumes responsibility for the execution of physical maintenance on Concession Facilities, related support facilities and personal property utilized by the Concessioner to carry out the requirements of the CONTRACT except as stated below:

A) Utilities

Maintenance, repair and replacement of electrical, water and sewer systems at Liberty and Ellis Island.

B) Exterior Fire Equipment

The NPS will be responsible for assisting in the maintenance and testing of all fire hydrants on water mains within proximity of the Concession Facilities.

C) Signs

The NPS is responsible, within the Area, for all regulatory, control, or information signs that serve the interests of the Government but are not related to the Concessioner's operation; examples include information signs along roadways, directional signs along NPS trails, and interpretive signing. The NPS will install, maintain, and replace all such exterior signing.

D) Grounds and Landscaping

The NPS is responsible for the identification, monitoring, and removal of hazardous trees.

4. EVALUATIONS

A) Joint Periodic Reviews

There shall be joint periodic reviews by the NPS and the Concessioner, in accordance with the Concessioner Review Program, of Concession Facilities, related support facilities, and personal property (vessels) to determine what maintenance work is necessary and if those facilities and personal property are compliant with all Applicable Laws.

B) Periodic NPS Evaluations

The NPS shall conduct periodic evaluations of the Concessioner's Facilities and Vessels. An evaluation report will be provided to the Concessioner in a timely manner. In the event that issues are identified during the evaluations, the Concessioner will take corrective action in accordance with current NPS Guidelines.

C) U.S. Coast Guard Inspections

The Concessioner will comply with all vessel inspection requirements of the United States Coast Guard (USCG). Duplicates of all documents required by the USCG will be submitted simultaneously to the NPS. A copy of any written response from the USCG will be provided to the NPS within two days of receipt by the Concessioner. In all cases, the Concessioner will provide to the NPS a written summary of the USCG inspection within five calendar days of completion, including a copy of the inspection certificate(s).

D) Operational Evaluations

The Concessioner must develop a timeline to cure noted deficiencies identified during the Service's operational evaluations.

Dated at Statue of Liberty National Monument this ____day of _____,_____.

NATIONAL PARK SERVICE

Superintendent

Statue of Liberty National Monument